

CHESTERFIELD COUNTY

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



INVITATION FOR BID

**Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0001
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in

writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. PERFORMANCE AND PAYMENT BOND: When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are

requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.

8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Accounting Department, P. O. Box 40, Chesterfield, VA 23832. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
24. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
29. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
30. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

31. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
32. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
33. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
34. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
35. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

- j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

36. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 37. ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.

- 38. SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Bridgette H. King, CPPB
Senior Contract Officer**

Invitation for Bid Number:

06-31910-9350

September 22, 2006

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:00 p.m.** Local Time Prevailing **October 19, 2006**, and then publicly opened and read aloud to **provide Lead Paint Abatement Services at the Historic Chesterfield County Jail.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #06-31910-9350 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date:_____

Form Prepared By:_____ (Type or Print)

DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the County prior to the receipt of bids.
2. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the County, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the County or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the County, and in all respects satisfactory to the County's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the County, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the County and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the County's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Pricing Schedule, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the County and the Contractor have agreed that the County will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.
14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the County and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.

16. **FINAL INSPECTION** - The inspection conducted by the County or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the County or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The County may perform the Final Inspection instead of, or together with, the Engineer.
17. **FINAL PAYMENT** - Payment by the County to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the County to carry out instructions given by the County and to inspect the Work performed and the materials supplied by the Contractor.
19. **COUNTY** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or County after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** – Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** – Shall mean any person, firm, or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the County and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the County pursuant to the Contract Documents.
27. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

PURPOSE

The purpose of this Invitation for Bid (IFB) is to select a contractor to provide Lead Paint Abatement Services at the Historic Chesterfield County Jail. The contractor shall furnish all labor, supervision, tools, equipment and miscellaneous materials necessary to fulfill job requirements in accordance with specifications listed herein.

SPECIAL BID CONDITIONS

Pre-Bid Conference – (Non-Mandatory)

A Pre-Bid Conference will be held on October 10, 2006 at 11:00 a.m. The conference will be held at: Historic Chesterfield County Jail, 9500 Courthouse Road, Chesterfield, VA 23832. Attendance is encouraged; however, it is not mandatory.

Inquiries

All inquiries, and/or requests for interpretation of specifications should be submitted to Bridgette King, Senior Contract Officer via fax number (804) 717-6378 or emailed to "purchasing@chesterfield.gov." In order to be given consideration, inquiries should be received at least five (5) days prior to the date established for the opening of bids.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the respective addresses or fax numbers furnished for such purposes), not later than three days prior to the date established for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Responsibility Of Bidder

The Bidder should make a careful examination of the project site, familiarize himself with existing conditions, and satisfy himself as to the quantity and quality of materials and workmanship required for the Work. He shall carefully and thoroughly examine the Contract Documents before submitting a Bid.

Qualifications of Contractor

In order to be considered for award of this contract, the contractor shall:

- Be a licensed Class "A" contractor with the state of Virginia and meeting such requirements pertaining thereto.
- Be a fully staffed and equipped abatement firm capable of, in the sole opinion of the County, completing all work as described herein.

Guarantee

All materials and workmanship utilized for services specified herein shall be guaranteed for a period of twelve (12) months after final payment by the County. Any necessary reworks and/or repeat repairs shall be made by the contractor at his expense.

Compliance

All work performed shall comply with applicable state and federal regulations regarding abatement of lead paint, including personnel protection and containment of the work area.

Licenses, Permits, Fees

All bids submitted shall include in price the cost of any business and professional licenses, permits or fees required by Chesterfield County or the Commonwealth of Virginia.

Any Permits that may be needed shall be the responsibility of the contractor to obtain.

Date of Commencement

The date of commencement shall be established by a purchase order issued by the County.

Access to County Property

Access to County property shall be coordinated by the Contractor with Chesterfield County General Services Department whose representative shall be Mr. Rob Key, Assistant Director, (804) 748-1399.

INSURANCE

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County as additionally insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$100,000,000 for one accident or aggregate disease
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

Instructions Regarding Insurance Certificates

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that
Chesterfield County is additional insured with respects to General
Liability; and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

3. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

4. Certificate of Insurance must be signed.

SUPPLEMENTARY GENERAL CONDITIONS

1. QUALIFICATIONS OF BIDDERS

The County may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The County may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the County has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the County.

3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the County, the Engineer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the County. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the Work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the Work, the Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The County reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the County may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the County in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the County. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the County.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the County shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

9. DISCREPANCIES

The Contractor shall immediately report to the County, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The County shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

10. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed project for conformance with specifications. The County or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

11. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the County shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

12. TERMINATION FOR BREACH OR NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

- a. after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the County pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the County until Completion of the Work has occurred. After completion of the Work, the County shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the County to complete the Work. If the cost incurred by the County to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the Work.

13. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the County or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

14. CHANGE ORDERS:

Change Orders must be approved by the County prior to work being performed.

SPECIFICATIONS

1. All work shall be performed by licensed lead abatement personnel wearing full body protective coveralls, gloves and P-100 respiratory protection. Workers shall enter the work area through a three stage decontamination facility and follow strict decontamination protocol when leaving the work area. The paint shall be fully removed from all sheet metal surfaces, using chemical paint strippers. All remaining metal surfaces will be scraped of loose or flaking material, wet wiped and HEPA vacuumed. This process shall include exposed bars, hardware, and metal fixtures. Exposed sheet metal surfaces in the cell areas shall be primed with an appropriate metal primer for final painting by others. Bars shall be coated with a rated lead encapsulant after cleaning. Following this work, the entire facility shall be HEPA vacuumed and wet wiped (horizontal surfaces).
2. All Interior and exterior wood door and window frames in the facility shall be stripped of lead paint, using chemical strippers.
3. All furnishings shall be HEPA vacuumed thoroughly.
4. Waste paint debris shall be collected in open top 55-gallon steel drums by the contractor and disposed of by the County. The drums, provided by the County, shall have a gasketed top, bolted ring and proper hazardous waste labels. Drums must be sealed at all times other than collection.
5. Licenses and training records for all lead abatement personnel shall be submitted to the project manager prior to the commencement of work.
6. Material Safety Data Sheets (MSDS) for all chemicals used by the contractor shall be submitted to the project manager prior to work to ensure the safety of all employees. No chemicals are to be stored on owner's property.
7. The proper disposal of personal protective equipment shall be the responsibility of the contractor.
8. All existing window air conditioners shall be removed by the County.

BASIS OF AWARD

Award will be made to the lowest responsive, responsible bidder based on the Total Bid.

PRICING SCHEDULE

The undersigned Bidder has carefully examined the site of the work, General Terms and Conditions, Special Terms and Conditions, Supplementary General Conditions, and Specifications and will complete all work in the manner prescribed for the following amount:

Total Bid \$ _____

If the bid from the lowest responsive and responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

TIME OF PERFORMANCE

Bidders are required to state the time of proposed project completion. Unless otherwise specified, bid the earliest completion possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which completion will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE COMPLETION TIME WILL RESULT IN THE DISQUALIFICATION OF THE BID IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

Completion in calendar days _____

ADDENDUM INFORMATION (if applicable)

Receipt of the addendum listed below is acknowledged and the bid incorporates all requirements of this addendum:

_____	Dated _____
_____	Dated _____
_____	Dated _____

CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is for Seventy Thousand Dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period is Five Hundred Thousand Dollars (\$500,000) or more, the Bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for Seventy-five Hundred Dollars (\$7,500) or more (One Thousand Dollars [\$1,000] for electrical, plumbing and HVAC work) but less than Seventy Thousand Dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for One Thousand Dollars (\$1,000) or more but less than Seventy-five Hundred Dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Specialty: _____

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS OF BIDDER: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that can substantiate past work performance and experience in the type of work required for this contract.

Contractor Name, Address, Phone Number and Contact Person

1.
2.
3.

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Historic Jail, 9500 Courthouse Road, Chesterfield, VA 23832. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #06-31910-9350 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act* 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone ()** _____ **Fax ()** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise:	Yes _____	No _____
Woman-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____